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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

BANGALORE DISTRICT.

SALE OF FUEL COUPES.

Notification dated 11th November 1938.

It is hereby notified that the right to cut and remove trees or to burn charcoal in the undermentioned coupes in the following State Forests of the Bangalore District for the year 1938-39, will be sold by public auction by the District Forest Officer, or any other officer deputed by him, on the dates and places and subject to the conditions mentioned below :—

The sale will commence at 2 P.M. precisely on each day and will be continued on succeeding days in case the sales are not concluded on that day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 500 and below and of the Chief Conservator of Forests in other cases.

Name of Range	Name of Forest	Working Circle or Felling Series	Number of coupe	Year of coupe	Area in acres	Place of sale	Date of sale	Nearest Railway Station
					A. G.			
Kankanhalli.	Bilikal ..	Maralawadi	9	1938-39	287 0	Kankanhalli	12th December 1938.	45 to 47 miles from Bangalore.
Satnur	Basavanabetta.	Byadarahalli.	17	,,	102 7	Do ..	Do ..	24 to 26 miles from Channapatna.
	Chilandadi	Mathabore	17	,,	96 3	Do ..	Do ..	28 miles from Channapatna.
Kabbal	Tenginkal	Tenginkal	4	,,	79 8	Channapatna	14th December 1938.	8 miles to Channapatna.

N. B.—It should be clearly noted that the contractor should make his own arrangements for the removal of fuel from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall, before he is permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 50 (Rupees fifty) as earnest money with the officer conducting the sale ; the deposit will be returnable to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per

cent of the bid amount and local cess at one anna per rupee and education cess at six pies per rupee, less the deposit already paid, failing which the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. All fuel or timber yielding trees except those reserved by the Department will be sold for a lump-sum amount for the whole coupe or at so much per acre.

5. Power is reserved to the District Forest Officer or such other officer conducting the sale as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 50 (Fifty) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value accepting the above terms and the terms specified below, failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself:—

(*a*) That he shall fell and remove the trees purchased and charcoal prepared therein by him before 15th June 1939.

(*b*) That he shall make the fellings of the trees in a methodical manner from one side of the coupe, coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs and thorny growths and that are coming up within a radius of six feet from sandal trees and saplings. In addition, felling of Hale trees is also prohibited in Savandurga and Siddedevarabetta Forests in Closepet Range.

(*c*) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*d*) That if any tree, shrub or growth reserved by the Department as noted in clause (*b*) *supra* is cut, he shall pay a fine not exceeding Rs. 10 per tree.

(*e*) That he shall abide by the rules of the Department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*f*) That no operation shall take place in the forest after sunset and before sunrise.

(*g*) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes, after 15th June 1939.

(*h*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*i*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of Forest Officers above the grade of guards.

(*j*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

(*k*) Interest at the rate in force will be levied on all belated payments.

K. REVANNA,
District Forest Officer.

HASSAN DISTRICT.

Notification dated 11th November 1938.

SALE OF TIMBER.

The undermentioned quantities of timber will be sold by public auction under the following conditions at the following depot by the District Forest Officer, Hassan District (from 2 P.M. to 5 P.M.), on the date noted below:—

Serial No.	Name of depot	Description of timber	Quantity	Place and date of sale
1	Hassan ..	1. Teak logs ..	1,000 C.ft.	Hassan Sandal Koti, 22nd December 1938.
		2. Honne „ ..	800 C.ft.	
		3. Nandi „ ..	800 C.ft.	
		4. Matti „ ..	300 C.ft. (more or less).	

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale, but defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities, full value thereof will be accepted if tendered on the spot and the payment of deposit in such cases will not be insisted upon.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation of the Conservator of Forests, Shimoga, and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter, on account of loss from resale, shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value, where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of notice of confirmation of the sale. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

No extension of time will be given for the payment of any amount, but if any amount is permitted to be paid after the due date, interest will be charged thereon at 6¼ per cent per annum.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale; and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. The timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

M. A. MUTHANNA,
District Forest Officer.

SHIMOGA FOREST DIVISION.

Abstract Notification dated 11th November 1938.

The attention of the public is invited to the notification of date relating to the auction sale of timber and sawn matarials in the Depots of Shimoga Division on the dates noted below, published on pages 20497—12051, Part VI of the *Mysore Gazette*, dated 17th November 1938.

1. Saw Mill .. .. .. on 12th December 1938.
2. Timber Depot .. .. on 13th December 1938.

P. KRISHNASWAMI RAO,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Abstract Notification dated the 5th November 1938.

The attention of the public is invited to the detailed notification dated the 5th November 1938, published in pages 1998-1999, Part VI of the *Mysore Gazette*, dated 10th November 1938, *re* the auction sale of timber in several depots of the Division as noted below :—

Tarikere Depot .. .. 19th December 1938.
Bhadravati Depot .. .. 21st do

M. G. VENKATA RAO,
District Forest Officer.

SAGAR FOREST DIVISION.

Abstract Notification dated 4th November 1938.

The attention of the public is invited to the detailed notification published on pages 1997-1998, Part VI of the *Mysore Gazette*, dated 10th November 1938, regarding the sale of the right of collecting and removing the canes from the several Forests of this Division during 1938-39.

Sagar Range .. .. .. 5th December 1938.
Nagar Range .. .. .. 3rd December 1938.

Abstract Notification dated 14th November 1938.

The attention of the public is invited to the detailed notification dated 14th November 1938, published on pages 2051 and 2052, Part VI of the *Mysore Gazette*, dated 17th November 1938, regarding the auction sale of timber at the several Depots, in this Division.

Range	Depot	Date of sale
Sagar	Sagar Depot	9th December 1938
Sorab	Shiralkoppa Depot	10th December 1938
	Anvatti Depot	14th December 1938
Shikarpur	Shikarpur Depot	16th December 1938
Karadibetta	Anandapuram Depot	17th December 1938

SALE OF TIMBER.

"Errutum."

The attention of the public is invited to the detailed notification published in pages 2051 and 2052, Part VI of the *Mysore Gazette*, dated 17th November 1938, regarding the sale of timber in the several timber Depots of this Division.

The date of sale at Shiralkoppa may be altered as follows :—"For 12th December 1938, please read 10th December 1938."

N. VENKATARAMAIYA,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated 4th November 1938.

It is hereby notified for the information of the public that Bamboo License Book No. 2519 (1—24 used up and 25—50 unused) valued at Re. 0—8—0 per license issued to Aldur License Vendor and in use with him is reported to be missing since. Those who are in possession of the book are hereby requested to return the same either to this office or to the Range Forest Officer, Mudgere Range.

Those who are in illicit possession and found to be misusing the said license book for wrongful gain will be liable to prosecution.

Abstract Notification dated 11th November 1938.

The attention of the public is invited to the detailed notification regarding the sale of timber at Kadur Depot to be held on the 17th December 1938, published on pages 2053 and 2054, Part VI of the *Mysore Gazette*, dated 17th November 1938.

M. A. MUTHANNA,
District Forest Officer.

ENGINEERING DEPARTMENT

BANGALORE DIVISION.

Notification dated 15th November 1938.

Sealed tenders will be received at othe ffice of the Executive Engineer, Bangalore Division, upto 2 P.M. on 12th December 1938 for restoring and improving Kachanhalli Minor Tank, Reg. No. 88 of Nelamangala Taluk.

2. Tenders in the prescribed form obtainable from the office of the Executive Engineer, Bangalore Division, should be addressed to the Executive Engineer, Bangalore Division, in a sealed cover and superscribed as "Tender for restoring and improving Kachanhalli Minor Tank, Reg. No. 88 of Nelamangala Taluk." The name of the tenderer should also be superscribed on the top of the cover.

3. Each tender must be accompanied by a duplicate challan for having credited into the treasury the deposit amount of Rs. 260 under "17 (*a*) P. W. Deposits" of Mysore Government Bonds, duly endorsed at face value or market value, whichever is less, as earnest money. The earnest money of the successful tenderer will be retained as security deposit for the due fulfilment of the contract. Such a deposit in cash will not carry any interest.

4. The tenders will be opened in the presence of such tenderers who wish to be present on 13th December 1938, at 3 P.M. The final acceptance of the tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any.

5. The name of the successful tenderer will be posted on the Notice Board in the Executive Engineer's Office in due course. Within eight days of the acceptance of the tender, the successful tenderer will be required to execute an agreement in the Departmental Schedule Contract form for the due fulfilment of the contract, and for the execution of all items of work in accordance with the Bombay Specifications (1931).

6. Failure to comply with the condition 5 above or to agree to carry out the work in accordance with the specifications and agreements in force will entail forfeiture of the earnest money.

7. The earnest money of rejected tenders will be returned on submission of the receipt originally granted, along with an application to the Executive Engineer.

8. Copies of contract documents, schedules and drawings may be seen at any time at the Executive Engineer's Office, Bangalore, on all working days between 11 A.M. and 5 P.M., and may be obtained from that officer on payment of Rs. 3 each.

9. Specific rates should be given for each item in the schedule accompanying the tender and the rates should be in rupees, annas and pies and expressed in words and figures. Tenders offering a percentage reduction on the estimate amount will be rejected.

10. Any rates or lumpsum amounts for the items not called for, if tendered by the tenderer, will not be taken notice of. The rates for such items may be entered in a separate schedule with date and reasons for the same.

11. No alterations which are made by the tenderers in the tender form in the nomenclature of the items of work will be recognised and if corrections are made, the tenders are liable to rejection.

12. There should be no alterations or erasures in the tenders in the rates of items and any corrections made in the rates should be attested to, and the number of corrections, if any, in each page, noted at the foot of the same by the tenderer.

13. No reference should be made to the Public Works Department Schedule of Rates.

14. In the event of the tender being submitted by a firm, it must be signed separately and severally by each member thereof, or in the event of absence of any partner, it must be signed on his behalf by a person holding power-of-attorney authorising him to do so.

15. When once the rates tendered have been accepted, they will not be revised under any circumstances. In regard to items of work not tendered, the rates for the same will be calculated by the